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Legal Representatives for Complainant

**BEFORE THE  
PHYSICAL THERAPY BOARD OF CALIFORNIA  
DEPARTMENT OF CONSUMER AFFAIRS  
STATE OF CALIFORNIA**

In the Matter of the Accusation Against:

HUSSEIN SALAH  
3344 W. Caldwell Avenue, Apt. 4  
Visalia CA 93277

Physical Therapy Assistant License No. AT 550  
Respondent.

Case No. 1 D 2003 63307

OAH No. N2003110127

**STIPULATED SETTLEMENT AND  
DISCIPLINARY ORDER**

IT IS HEREBY STIPULATED AND AGREED by and between the parties to the  
above-entitled proceedings that the following matters are true:

**PARTIES**

1. Steven K. Hartzell (Complainant) is the Executive Officer of the Physical  
Therapy Board of California. He brought this action solely in his official capacity and is  
represented in this matter by Bill Lockyer, Attorney General of the State of California, by  
Catherine Santillan, Senior Legal Analyst.

2. Respondent Hussein Salah (Respondent) is represented in this proceeding  
by attorney Daniel Kritz, Esq., whose address is 2831 Telegraph Avenue, Oakland, CA 94609.

3. On or about March 9, 1981, the Physical Therapy Board of California  
issued Physical Therapy Assistant License No. AT 550 to Hussein Salah (Respondent). The

1 license was in full force and effect at all times relevant to the charges brought in Accusation No.  
2 1 D 2003 63307 and will expire on April 30, 2004, unless renewed.

3 JURISDICTION

4 4. Accusation No. 1 D 2003 63307 was filed before the Physical Therapy  
5 Board of California (Board), Department of Consumer Affairs, and is currently pending against  
6 Respondent. The Accusation and all other statutorily required documents were properly served  
7 on Respondent on June 2, 2003. Respondent timely filed his Notice of Defense contesting the  
8 Accusation. A copy of Accusation No. 1 D 2003 63307 is attached as exhibit A and incorporated  
9 herein by reference.

10 ADVISEMENT AND WAIVERS

11 5. Respondent has carefully read, fully discussed with counsel, and  
12 understands the charges and allegations in Accusation No. 1 D 2003 63307. Respondent has also  
13 carefully read, fully discussed with counsel, and understands the effects of this Stipulated  
14 Settlement and Disciplinary Order.

15 6. Respondent is fully aware of his legal rights in this matter, including the  
16 right to a hearing on the charges and allegations in the Accusation; the right to be represented by  
17 counsel at his own expense; the right to confront and cross-examine the witnesses against him;  
18 the right to present evidence and to testify on his own behalf; the right to the issuance of  
19 subpoenas to compel the attendance of witnesses and the production of documents; the right to  
20 reconsideration and court review of an adverse decision; and all other rights accorded by the  
21 California Administrative Procedure Act and other applicable laws.

22 7. Respondent voluntarily, knowingly, and intelligently waives and gives up  
23 each and every right set forth above.

24 CULPABILITY

25 8. Respondent admits the truth of each and every charge and allegation in  
26 Accusation No. 1 D 2003 63307.

27 9. Respondent agrees that his Physical Therapy Assistant License is subject  
28 to discipline and he agrees to be bound by the Board's imposition of discipline as set forth in the

Disciplinary Order below.

CONTINGENCY

10. This stipulation shall be subject to approval by the Physical Therapy Board of California. Respondent understands and agrees that counsel for Complainant and the staff of the Physical Therapy Board of California may communicate directly with the Board regarding this stipulation and settlement, without notice to or participation by Respondent or his counsel. By signing the stipulation, Respondent understands and agrees that he may not withdraw his agreement or seek to rescind the stipulation prior to the time the Board considers and acts upon it. If the Board fails to adopt this stipulation as its Decision and Order, the Stipulated Settlement and Disciplinary Order shall be of no force or effect, except for this paragraph, it shall be inadmissible in any legal action between the parties, and the Board shall not be disqualified from further action by having considered this matter.

11. The parties understand and agree that facsimile copies of this Stipulated Settlement and Disciplinary Order, including facsimile signatures thereto, shall have the same force and effect as the originals.

12. In consideration of the foregoing admissions and stipulations, the parties agree that the Board may, without further notice or formal proceeding, issue and enter the following Disciplinary Order:

DISCIPLINARY ORDER

IT IS HEREBY ORDERED that Physical Therapy Assistant License No. AT 550 issued to Respondent Hussein Salah is revoked. However, the revocation is stayed and respondent is placed on probation for five years.

SPECIFIC CONDITIONS

1. PRACTICE IN A SUPERVISED STRUCTURED ENVIRONMENT  
Respondent may only practice physical therapy under the supervision of a physical therapist who is responsible for the care rendered.

2. RESTRICTION OF PRACTICE - HOME CARE The respondent shall not provide physical therapy services in a patient's home.

1                   3.     RESTRICTION OF PRACTICE - PROHIBITION OF SELF  
2 EMPLOYMENT OR OWNERSHIP Respondent may not be the sole proprietor or partner in the  
3 ownership of any business that offers physical therapy services. Respondent may not be an  
4 officer of any corporation that offers or provides physical therapy services. Respondent may not  
5 employ physical therapists, physical therapist assistants or physical therapy aides.

6                   4.     RESTRICTION OF PRACTICE - PROHIBITION OF DIRECT  
7 INSURANCE BILLING Respondent shall not have final approval over any billings submitted  
8 to any third-party payors in any employment as a physical therapist.

9                   5.     RESTRICTION OF PRACTICE - ADMINISTRATION OR  
10 POSSESSION OF CONTROLLED SUBSTANCES Respondent shall not administer or possess  
11 any controlled substances as defined in the California Uniform Controlled Substances Act. This  
12 prohibition does not apply to medications lawfully prescribed to respondent for a bona fide  
13 illness or condition by a practitioner licensed to prescribe such medications.

14                  6.     PROHIBITION OF POSSESSION OR USE OF CONTROLLED  
15 SUBSTANCES Respondent shall abstain completely from the personal use or possession of  
16 controlled substances as defined in the California Uniform Controlled Substances Act, dangerous  
17 drugs as defined by Section 4211 of the Business and Professions Code, or any drugs requiring a  
18 prescription. This prohibition does not apply to medications lawfully prescribed to respondent  
19 for a bona fide illness or condition by a practitioner licensed to prescribe such medications.

20                  7.     PROHIBITION OF THE USE OF ALCOHOL Respondent shall abstain  
21 completely from the use of alcoholic beverages.

22                  8.     BIOLOGICAL FLUID TESTING Respondent shall immediately submit  
23 to biological fluid testing, at respondent's cost, upon the request of the Board or its designee.

24                  9.     DIVERSION PROGRAM Within 15 days from the effective date of this  
25 decision, respondent shall enroll and participate in the Board's Diversion Program until the Board  
26 determines that participation in the diversion program is no longer necessary. Failure to comply  
27 with requirements of the Diversion Program, terminating the program without permission or  
28 being expelled for cause shall constitute a violation of probation by respondent.

1                   10.    COST RECOVERY   The respondent is ordered to reimburse the Board  
2 \$500.00 in cost recovery within 60 days from the effective date of the decision. If \$500.00 is not  
3 paid within sixty (60) days of the effective date of the decision, then actual costs of \$1,590.00 are  
4 due. Failure to make the ordered reimbursement, or any agreed upon payment, may constitute a  
5 violation of the probation order.

6   STANDARD CONDITIONS

7                   11.    OBEY ALL LAWS   Respondent shall obey all federal, state and local  
8 laws, and statutes and regulations governing the practice of physical therapy in California.

9                   12.    COMPLIANCE WITH ORDERS OF A COURT   The respondent shall be  
10 in compliance with any valid order of a court. Being found in contempt of any court may  
11 constitute a violation of probation.

12                   13.    COMPLIANCE WITH CRIMINAL PROBATION AND PAYMENT OF  
13 RESTITUTION   Respondent must not violate any terms and conditions of criminal probation  
14 and must be in compliance with any restitution ordered.

15                   14.    QUARTERLY REPORTS   Respondent shall submit quarterly  
16 declarations under penalty of perjury on forms provided by the Board, stating whether there has  
17 been compliance with all the conditions of probation.

18                   15.    PROBATION MONITORING PROGRAM COMPLIANCE   Respondent  
19 shall comply with the Board's probation monitoring program.

20                   16.    INTERVIEW WITH THE BOARD OR ITS DESIGNEE   Respondent  
21 shall appear in person for interviews with the Board, or its designee, upon request at various  
22 intervals and with reasonable notice.

23                   17.    NOTIFICATION OF PROBATIONAL STATUS TO EMPLOYERS   The  
24 respondent shall notify all present or future employers of the reason for and the terms and  
25 conditions of the probation by providing a copy of the Accusation and the decision and order  
26 (stipulated settlement) to the employer. The respondent shall obtain written confirmation from  
27 the employer that the documents were received. If the respondent changes employment or  
28 obtains additional employment, the respondent shall provide the above notification to the

1 employer and submit written employer confirmation to the Board within 10 days. The  
2 notification(s) shall include the name, address and phone number of the employer, and, if  
3 different, the name, address and phone number of the work location.

4 18. NOTIFICATION OF CHANGE OF NAME OR ADDRESS The  
5 respondent shall notify the Board, in writing, of any and all changes of name or address within  
6 ten (10) days.

7 19. RESTRICTION OF PRACTICE - TEMPORARY SERVICES  
8 AGENCIES Respondent may only practice or perform physical therapy in a supervised  
9 structured environment. The respondent shall not work for a temporary services agency or  
10 registry.

11 20. PROHIBITED USE OF ALIASES Respondent may not use aliases and  
12 shall be prohibited from using any name which is not his legally-recognized name or based upon  
13 a legal change of name.

14 21. WORK OF LESS THAN 20 HOURS PER WEEK If the respondent  
15 works less than 192 hours in a period of three months, those months shall not be counted toward  
16 satisfaction of the probationary period. The respondent shall notify the Board if him works less  
17 than 192 hours in a three month period.

18 22. TOLLING OF PROBATION The period of probation shall run only  
19 during the time respondent is practicing within the jurisdiction of California. If, during  
20 probation, respondent does not practice within the jurisdiction of California, respondent is  
21 required to immediately notify the probation monitor in writing of the date that respondent's  
22 practice is out of state, and the date of return, if any. Practice by the respondent in California  
23 prior to notification to the Board of the respondent's return will not be credited toward  
24 completion of probation. Any order for payment of cost recovery shall remain in effect whether  
25 or not probation is tolled.

26 23. VIOLATION OF PROBATION If respondent violates probation in any  
27 respect, the Board, after giving respondent notice and the opportunity to be heard, may revoke  
28 probation and carry out the disciplinary order that was stayed. If an accusation or petition to

revoke probation is filed against respondent during probation, the Board shall have continuing jurisdiction until the matter is final, and the period of probation shall be extended until the matter is final.

24. CESSATION OF PRACTICE DUE TO RETIREMENT, HEALTH OR OTHER REASONS Following the effective date of this probation, if respondent ceases practicing physical therapy due to retirement, health or other reasons, respondent may request to surrender his license to the Board. The Board reserves the right to evaluate the respondent's request and to exercise its discretion whether to grant the request or to take any other action deemed appropriate and reasonable under the circumstances. Upon formal acceptance of the tendered license, the terms and conditions of probation shall be tolled until such time as the license is no longer renewable, the respondent makes application for the renewal of the tendered license or makes application for a new license.

25. COMPLETION OF PROBATION Upon successful completion of probation, respondent's license or approval shall be fully restored.

26. PRACTICE OR PERFORMANCE OF PHYSICAL THERAPY WHILE ON PROBATION It is not contrary to the public interest for the respondent to perform as a physical therapy assistant under the probationary conditions specified in the disciplinary order.

## ACCEPTANCE

I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully discussed it with my attorney, Daniel Kritz, Esq.. I understand the stipulation and the effect it will have on my Physical Therapy Assistant License . I enter into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the Physical Therapy Board of California.

DATED: 12/19/03.

Original Signed By: \_\_\_\_\_  
HUSSEIN SALAH  
Respondent

1 I have read and fully discussed with Respondent Hussein Salah the terms and  
2 conditions and other matters contained in the above Stipulated Settlement and Disciplinary  
3 Order. I approve its form and content.

4 DATED: 12/18/03.

6 Original Signed By:  
7 DANIEL KRITZ, ESQ.  
8 Attorney for Respondent

9 ENDORSEMENT

10 The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully  
11 submitted for consideration by the Physical Therapy Board of California of the Department of  
12 Consumer Affairs.

14 DATED: 12/19/03.

15 BILL LOCKYER, Attorney General  
16 of the State of California

17 Original Signed By:  
18 CATHERINE SANTILLAN  
19 Senior Legal Analyst

20 Legal Representatives for Complainant

21 DOJ Docket/Matter ID Number: 03575160-SF2003AD0353  
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**Exhibit A**

**Accusation No. 1 D 2003 63307**

**BEFORE THE  
PHYSICAL THERAPY BOARD OF CALIFORNIA  
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Physical Therapy Assistant License No. AT 550

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**DECISION AND ORDER**

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the Physical Therapy Board of California, Department of Consumer Affairs, as its Decision in this matter.

This Decision shall become effective on February 23, 2004.

It is so ORDERED January 21, 2004.

Original Signed By: Donald Chu, PhD, P.T., President  
FOR THE PHYSICAL THERAPY BOARD OF CALIFORNIA  
DEPARTMENT OF CONSUMER AFFAIRS